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Hearing Date: TBD

Attorney for Toyota Boshoku America, Inc.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

GENERAL MOTORS CORP., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

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**OBJECTION OF TOYOTA BOSHOKU AMERICA, INC.  
TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND  
ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED  
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY AND (II) CURE COSTS RELATED THERETO**

Toyota Boshoku America, Inc. and certain affiliates (together "TBA"), by counsel, object (the "Objection") to the irregularities and notice defects with respect to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Notice"). In support, TBA states as follows:

1. TBA and the Debtors are parties to numerous executory contracts and purchase orders, a partial list of which is attached hereto as **Exhibit A**.

2. On June 12, 2009, TBA, not having received any notice from the Debtors regarding any of its executory contracts, contacted the Debtors. Specifically, Mark Mulholland of TBA spoke with Marco Vollrath, Global Commodity Manager-Seats, the Debtors'

representative, and Mr. Vollrath informed him that all TBA's executory contracts would be assumed and that a notice would be forthcoming.

3. Nevertheless, TBA did not receive a notice and made repeated inquiries during the week of June 15 into the status. TBA was advised initially that the Notice had been sent to TBA's Kentucky plant and later, on further inquiry that the Notice had been sent to TBA's Mexican plant. The Debtors declined TBA's offer to pick up the Notice in person.

4. On June 19, 2009, TBA received an undated "Second Notice" which referenced only a small portion of its executory contracts and which, on the Debtors' referenced website, noted those contracts as "objected" and incorrectly stated the cure amount owing for the referenced contracts.

5. Accordingly, TBA files this Objection to the Debtors' failure to properly notice its assumption and assignment of TBA executory contracts, and reserves its rights with respect to all matters related to assumption and assignment of any executory contracts the Debtors may identify, including, without limitation, any cure amounts.

6. TBA also reserves the right to supplement or modify this Objection as additional facts are determined.

Dated: Washington, DC  
June 24, 2009

ARENT FOX LLP  
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Inc.

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